

<b>SOLICITATION, OFFER, AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER USCA09R0042		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/01/2009	
						6. REQUISITION/PURCHASE NUMBER REQ OHR-AD090026	
7. ISSUED BY: Robert Grinstead, 202-502-2053 Procurement Management Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 3-250 Washington, DC 20544-0001				8. ADDRESS OFFER TO (If other than Item 7)			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ <sup>1</sup> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ Room 3-250 (OIS-PMO) until 18:00:00 local time 04/15/2009 (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, JP3 Provision No. 3-90. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME Robert Grinstead		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 502-2053 EXT.		C. E-MAIL ADDRESS Robert_Grinstead@ao.uscourts.gov	
<b>11. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	CONTRACT
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes a minimum offer acceptance period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT			10 CALENDER DAYS(%)	20 CALENDER DAYS(%)	30 CALENDER DAYS(%)	CALENDAR DAYS NUMBER PERCENTAGE	
14. ACKNOWLEDGEMENT OF AMEND- MENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM
24. ADMINISTERED BY (if other than Item 7) CODE				25. PAYMENT WILL BE MADE BY Accounting and Financial Systems Division Administrative Office of the United States Courts One Columbus Circle, N.E. Suite 5-300 Washington, DC 20544-0001			CODE
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**Section B - Supplies or Services and Prices/Costs**

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
1	Meeting space and refreshments (for up to 150 participants) and Lodging (for up to 120 guests) priced in accordance with Attachment 1 on a firm fixed unit price basis for the 2009 Human Resources Academy Training Conference in August 2009.	1.000000	NT		

**Period of Performance:** 08/10/2009 - 08/15/2009**Extended Description:** (NT=Not to Exceed)

CLIN Number	Supplies or Services	Quantity	Unit of Issue	Unit Price	Extended Amount
2	Meeting space and refreshments (for up to 150 participants) and Lodging (for up to 120 guests) priced in accordance with Attachment 1 on a firm fixed unit price basis for the 2010 Human Resources Academy Training Conference in February 2010.	1.000000	NT		

**Period of Performance:** 02/22/2010 - 02/27/2010**Section C - Descriptions/Specifications/Statement of Work**

## 1.0 Purpose

The Administrative Office of the United States Courts, Office of Human Resources (OHR) seeks to secure lodging and meeting space for the Human Resources Academy - Human Resource Specialist Training workshop being conducted in August 2009 and an option for a workshop to be conducted in February 2010.

## 2.0 Scope of Work

Lodging and meeting space for the training is restricted by the mandatory requirements, referenced below.

### 3.0 Mandatory Requirements. The hotel shall:

3.1 Hotels must be located within  $\frac{3}{4}$  mile of a metro station and located within one of the following designated areas, which have been highlighted on Attachment 2:

White House [White House - Lafayette Park - The Ellipse]

Foggy Bottom [Foggy Bottom - Washington, DC - West End]

Downtown [Downtown Washington, DC Hotels - National Mall - Smithsonian]

Capitol Hill [Capitol - Capitol Hill - Union Station]

Dupont Circle [Dupont Area- Scott Circle - Thomas Circle]

Connecticut Avenue [Upper Northwest Washington, DC Hotels - Connecticut Avenue]

Hotels do not need to be registered with Hotel-guides to respond to this solicitation.

3.2 Have a rating of at least three diamonds or higher per the American Automobile Association (AAA).

3.3 Have no construction planned that affects meeting or sleeping rooms.

3.4 Designate a professional and customer-oriented Hotel Point of Contact(s) that shall work with Contracting Officer's Technical Representative (COTR) or designee to coordinate all arrangements.

3.5 Provide Guest Rooms.

3.5.1 Period of Performance for Contract: The lodging for the first one-week conference will be held August 10-15, 2009 (from Monday through Saturday); however, the actual conference workshop will start on August 11 (Tuesday) and end on August 14 (Friday). There is also an option for a similar one-week conference with the same requirements to be held February 22 through 27, 2010.

3.5.2 Room Blocks and Rates: The August 2009 room rates shall not exceed the GSA Maximum Lodging Rate of \$165 per night for clean guest rooms. The February 2010 hotel room rates shall not exceed the GSA maximum Lodging Rate for 2010 which is not available until sometime after October 2009.

There will be approximately one hundred fifty (150) participants; however, it is estimated only one hundred twenty (120) participants will require lodging. Check-in will occur on Monday and approximately ninety percent (90%) of those lodging will leave Friday by noon. It is estimated ten percent (10%) may require rooms for an additional night and the exact number should be known during check-in.

3.5.3 Cut-off Date: The Guest room block (approximately 492 room nights for the event) shall be held for 30 days prior to the start date of the first performance date of each workshop (August 10, 2009 and February 22, 2010, if exercised). If at any time prior to this 30 day period, the room block is reduced by the COTR, the lower number of rooms shall become the maximum room liability and any excess rooms shall be returned to the hotel inventory.

3.5.4 Ensure that individual guests are responsible for his/her incidental charges.

3.5.5 Charge rooms to the master bill associated with this contract.

3.5.6 Reservation Procedures: A list of lodgers will be submitted to the hotel by the COTR; however, lodgers may also call the hotel directly to confirm special arrangements such as size of bed or number of beds in a room. Most participants check-in on the day prior to the training (Monday) and check out on the last day of the training (Friday). However, approximately ten percent (10%) may be required to stay one additional night at the same rate.

3.5.7 Provide a "Walked Reservation" Option. In the event the hotel does not honor a confirmed guest room reservation, the hotel shall, at its expense, secure a guest room in at least a comparable hotel within a five mile radius and provide transportation to and from the alternate hotel for the duration of the stay. The hotel shall notify the Government COTR immediately of any "walked reservations." The hotel shall make every effort to return the guest to the "headquarters" hotel as soon as a guest room becomes available.

3.5.8 Guaranteed Late Arrival: The hotel shall not release any of the guest room block until notified by the COTR that the room(s) will not be required.

3.6 Provide Meeting Room space and other accommodations. The Hotel shall provide the following:

3.6.1 One plenary room that can accommodate 150 participants (which includes students, instructors and other staff). The plenary room must accommodate disabled participants. This plenary room should be available from Monday afternoon (for setup) and then from 5:00 a.m. to 5:00 pm Tuesday through Friday. The plenary room will be used each day to conduct a morning session for the entire group and in the afternoon used as one of the breakout rooms.

At a minimum, the following equipment is required for the plenary room:

- One (1) or more Standard AV screen so that all participants can view information.
- A dais setup for a panel of instructors
- A podium for a speaker
- One (1) LCD Projector that is compatible with Windows XP operating systems with appropriate cabling accessories to ensure functionality.
- Cable accessories (e.g., USB connectors) needed to hook up projector and laptop. The plenary room shall provide network connectivity for internet access (Laptops that come equipped either with a network card or a wifi card will be brought in by the instructors).
- One (1) Lavalier Microphone and one (1) microphone that can be used throughout the room.
- Applicable, sound equipment so that panel members and speaker can be heard by the audience and any video clips run on the government supplied laptop can be heard throughout the room.

At least seven days prior to this event, the COTR shall coordinate with the hotel the detailed plenary room setup requirements. The initial room setup must accommodate a panel on a dais and the dais shall have a privacy skirt. The room should have tables with appropriate linens for attendees and all attendees should be configured so that attendees can view the screen.

3.6.2 Four (4) additional "breakout" rooms will be required each day in addition to the plenary rooms utilized as the fifth breakout room. The rooms should be available starting Monday afternoon for setup and will be required from 5:00 am - 5:00 pm Tuesday through Friday and shall be secured when not in use. Ideally, each of these breakout rooms should accommodate up to 30 people; however in the event no hotel can accommodate this number of people in a breakout room, smaller breakout groups may be considered. These rooms must have adequate sound proofing to avoid disruption to other meetings. Rooms must have controllable lighting and room darkening. At least seven days prior to the start of performance of the contract, the COTR shall coordinate with the hotel the detailed room setup requirements for the breakout rooms.

At a minimum, the breakout rooms shall have:

- Tables that allow attendees to have adequate room for their instructional materials. Appropriate linens should be provided.
- Network or wireless network connectivity.
- Walls that can accommodate having sticky flipchart paper adhered to them.

The Breakout Rooms shall be setup for a maximum of 30 individuals, with a minimum of 20 individuals being able to sit at tables.

3.6.3 Securable room. The hotel shall provide a securable room for the training materials and equipment with a maximum space requirement of 10' x 10'. If applicable, the plenary and/or breakout room(s) may be used to secure the materials; or a different location but it must be close to the classroom(s). Potentially thirty boxes of materials may arrive three days prior to the start of training.

3.6.4 Registration Area. Hotel shall provide a convenient location, near the plenary room that can be used by the Government to welcome and provide registration materials to individuals for the training event. The area shall include a table with appropriate linens and three chairs.

3.6.5 Hotel shall provide clean, adequate and functioning restroom facilities that are convenient to the meeting rooms and easy access to telephones and copying services for attendees. Additionally, the hotel shall provide access to a printer. The printer shall be able to be reached either through a hotel network or be connected to a computer that accepts a thumb drive.

3.7 Provide Refreshment and Beverage Services: Morning, mid-morning and afternoon break refreshments are required. The following identifies what should be offered for refreshments and beverages. The Offeror will provide cost for the menus based on the assumptions below. The COTR shall confirm no later than seven days before the event the final menu with the hotel.

Morning - Coffee, tea, juice, pastries & bagels, fruit, water & ice for all participants 7:30 a.m. on training days 1, 2, 3 and 4

Mid-Morning - Coffee and beverages at 10:00 a.m. during the four training days.

Afternoon Break - Cookies, fruit, sodas, water & ice for the appropriate number of participants at 3:00 p.m. on training days 1, 2, and 3.

Refreshments can be served in the plenary room or a close space near the plenary room. One hundred and fifty (150) people should be used as the estimate for pricing refreshments and beverage services, but an exact count of people will be provided 15 to 30 days prior to the event for determining maximum liability.

#### **4.0 Other Considerations:**

4.1 Maximum Government Liability. The Government requires a 492 total room block for the conference; however the exact number of rooms shall be provided 30 days prior to the training event and the number provided shall become our maximum liability. Reserved rooms with no-shows shall be resold with credits being applied to our maximum liability. If the COTR has not confirmed the room block 31 days prior to the first date of performance of the contract, the hotel shall notify that Contracting Officer that the rooms will be returned to inventory within one government workday. The government shall have no liability if the training event is canceled 30 days prior to start of the first day of the performance period.

If the training is cancelled or the number of rooms reduced, within 30 days prior to the first date of performance on the contract, the vendor agrees to make every effort to resell the cancelled or reduced number of rooms, and any revenue received by the vendor from the resale will be deducted from the amount owed by the judiciary. In the event the vendor is unable to resell all the cancelled or reduced products or services, the judiciary will be responsible for such amounts that reflect the actual losses sustained by the vendor.

4.2 Tax Exemption. The Federal Government is exempt from paying sales taxes. The exemption certification will be provided by the Contracting Officer, upon request.

4.3 Service charges. Any service charges for meeting rooms, audio visual packages, telecommunication, printing, copying, facsimile services, refreshments and beverages shall be clearly identified in pricing worksheet on Attachment 1.

4.4 The official name for this event is "Federal Judiciary HR Academy" and this name shall be used by the hotel for directional signage within the hotel and/or to track activities.

4.5 The Government seeks assistance from the hotel concierge or hotel POC with making arrangements (i.e., securing reservations) for a dinner on Tuesday evening (estimated 6:30 p.m.) for approximately 150 individuals. This social event shall not be charged to the master bill and the bill will be paid by the attendees. The dinner can be at the hotel or any local restaurant. The exact time of dinner and number of individuals attending the dinner will be confirmed one week prior to the dinner.

4.6 The Government requests that the hotel offer per diem rates for any lodger that might wish to extend their stay (before and after) the event in Washington D.C. that may be for non-government work reasons. These additional charges are not billable to the government.

4.7 The Government requests the option to require the same 492 block of rooms, meeting space, refreshments and beverage services for a similar event to be held February 22-27, 2010.

## **Section D - Packaging and Marking**

## **Section E - Inspection and Acceptance**

## Clauses Incorporated By Reference

Clause	Title	Date
2-5B	Inspection of Services	07/31/2004

**Section F - Deliveries or Performance**

## Clauses Incorporated By Reference

Clause	Title	Date
2-60	Stop-Work Order	12/31/2002

**Section G - Contract Administration Data**

## Clauses Incorporated By Reference

Clause	Title	Date
2-120	Submission of Invoice	09/30/2006
7-125	Invoices	12/31/2002

7-5 Contracting Officer's Technical Representative 01/01/2003

(a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR, if appointed, may be assigned one or more of the following responsibilities:

(1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;

(2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;

(3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;

(4) providing the contracting officer a written request and justification for changes;

(5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and

(6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

7-10 Contractor Representative 01/01/2003

(a) The contractor's representative to be contacted for all contract administration matters is as follows (*contractor complete the information*):

Name: \_\_\_\_\_

Address: \_\_\_\_\_



Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

(b) The contractor's representative shall act as the central point of contact with the judiciary, shall be responsible for all contract administration issues relative to this contract, and shall have full authority to act for and legally bind the contractor on all such issues.

(END)

7-1 Contract Administration

01/01/2003

(a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.

(b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

(END)

## Section H - Special Contract Requirements

## Section I - Contract Clauses

### Clauses Incorporated By Reference

Clause	Title	Date
1-5	Conflict of Interest	07/31/2004
1-10	Gratuities or Gifts	12/31/2002
1-15	Disclosure of Contractor Information to the Public	07/31/2004
3-35	Covenant Against Contingent Fees	12/31/2002
3-45	Anti-Kickback Procedures	12/31/2002
3-50	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	12/31/2002
3-65	Limitation on Payments to Influence Certain Federal Transactions	12/31/2002
3-120	Order of Precedence	12/31/2002

Clause	Title	Date
3-140	Notice to the Judiciary of Labor Disputes	12/31/2002
3-160	Service Contract Act of 1965, as Amended	12/31/2002
3-180	Fair Labor Standards Act and Service Contract Act-Price Adjustment	12/31/2002
7-15	Observance of Regulations/Standards of Conduct	12/31/2002
7-25	Indemnification	07/31/2004
7-195	Excusable Delays	12/31/2002
7-215	Notification of Ownership Changes	12/31/2002
3-55	Price or Fee Adjustment for Illegal or Improper Activity	12/31/2002
3-205	Protest after Award	12/31/2002
4-105	Integrity of Unit Prices	12/31/2002
6-40	Federal, State, and Local Taxes	12/31/2002
7-20	Security Requirements	12/31/2002
7-30	Public Use of the Name of the Federal Judiciary	12/31/2002
7-35	Disclosure or Use of Information	07/31/2004
7-85	Examination of Records	12/31/2002
7-95	Contractor Inspection Requirements	12/31/2002
7-100B	Limitation of Liability (Services)	12/31/2002
7-110	Bankruptcy	12/31/2002
7-130	Interest (Prompt Payment)	12/31/2002
7-135	Payments	12/31/2002
7-140	Discounts for Prompt Payment	12/31/2002
7-160	Limitation on Withholding of Payments	12/31/2002
7-175	Assignment of Claims	12/31/2002
7-185	Changes	12/31/2002
7-210	Payment for Emergency Closures	07/31/2004
7-220	Termination for Convenience of the Judiciary (Fixed Price)	12/31/2002
7-230	Termination for Default - Fixed-Price Products and Services	12/31/2002
7-235	Disputes	12/31/2002
B-20	Computer Generated Forms	12/31/2002

This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be

accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

(END)

7-150

Extras

01/01/2003

Except as otherwise provided in this contract, no payment for extras will be made unless such extras, and the price for such extras, have been authorized in writing by the contracting officer.

(END)

3-300

Central Contractor Registration

07/01/2007

(a) Definitions.

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it may obtain one by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>. Vendors located outside the United States should contact the local Dun and Bradstreet office to request a DUNS number.

(d) If the Offeror does not become registered in the CCR database within the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) Change of Name and Novation Agreements:

(1) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the

any requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (i) change the name in the CCR database; (ii) comply with the requirements of Paragraph 7.8.10 of the JP3; and (iii) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(2) If the Contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(h) Assignment of Claims. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than the Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(END)

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3-305                      Payment by Electronic Funds Transfer-Central Contractor Registration                      07/01/2007

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice shall be deemed not to be a proper invoice.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to JP3 Subpart 7.7.7, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(h) Payment Information. The Administrative Office of the U.S. Courts will not provide EFT payment information. Payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. The Treasury registration web site is:

<http://www.fms.treas.gov/paid/PAIDfaq.asp>

If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the check and any other payment information to the remittance address contained in the CCR database.

(END)

2-90B Option for Increased Quantity-Separately Priced Line Item

01/01/2003

The judiciary may require the delivery of the numbered line item, identified in the schedule as an option item, in the quantity and at the price stated in the schedule. The contracting officer may exercise the option by written notice to the contractor within ninety (90) days of the event. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(END)

## Section J - List of Attachments

Identifier	Title	Date	Number of Pages
1	Pricing Worksheet	03/30/2009	
2	DC Map with designated highlights	03/30/2009	

## Section K - Representations, Certifications and Other Statements of Offerors or Respondents

### Clauses Incorporated By Reference

Clause	Title	Date
3-15	Place of Performance	12/31/2002
3-60	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	12/31/2002

3-5 Taxpayer Identification

01/01/2003

*(a) Definitions*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an employer identification number.

(b) All offerors shall submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to payment recording requirements, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

*(d) Taxpayer Identification Number (TIN):*

☐ TIN has been applied for.

☐ TIN is not required, because: \_\_\_\_\_

☐ Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the federal government.

*(e) Type of organization:*

☐ sole proprietorship;

☐ partnership;

☐ corporate entity (not tax-exempt);

☐ corporate entity (tax-exempt);

☐ government entity (federal, state or local);

☐ foreign government;

☐ international organization per-26 CFR 1.6049-4;

☐ other \_\_\_\_\_.

*(f) Common parent*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph

(a) of this provision.

Name and TIN of common parent

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

(END)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that:

(i) the offeror and/or any of its principals:

(A) are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency;

(B) have \_\_\_ have not \_\_\_, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

ii. The offeror \_\_\_ has \_\_\_ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(3) This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the judiciary, the contracting officer may terminate the contract resulting from this solicitation for default.

(END)

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3-30 Certificate of Independent Price Determination 01/01/2003

(a) The offeror certifies that:

(1) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement, with any other offeror or with any competitor relating to:

(A) those prices;

(B) the intention to submit an offer; or

(C) the methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or contract award unless otherwise required by law; and

(3) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) is the person in the offeror's organization responsible for determining the prices in this offer, and that the signatory has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices in this offer, and the title of his or her position in the offeror's organization);

(ii) as an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision; have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) as an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(END)

3-130 Authorized Negotiators

01/01/2003

The offeror represents that the following persons are authorized to negotiate on its behalf with the judiciary in connection with this solicitation (offeror lists names, titles, and telephone numbers of the authorized negotiators).

Name: \_\_\_\_\_ Titles: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

(END)

## Section L - Instructions, Conditions and Notices to Offerors or Respondents

### Clauses Incorporated By Reference

Clause	Title	Date
3-95	Preparation of Offers	12/31/2002
3-125	Acknowledgement of Solicitation Amendments	12/31/2002
7-60	Judiciary Furnished Property or Services	12/31/2002

B-1 Solicitation Provisions Incorporated by Reference

08/01/2004

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.uscourts.gov/procurement/clauses.htm>

(END)

3-10 Data Universal Numbering System (DUNS) Number

09/08/2007



(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it shall contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, shall call Dun and Bradstreet at 1-800-333-0505. The offeror shall be prepared to provide the following information:

- (1) company name;
- (2) company address;
- (3) company telephone number;
- (4) line of business;
- (5) chief executive officer/key manager;
- (6) date the company was started;
- (7) number of people employed by the company; and
- (8) company affiliation.>

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>

. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(END)

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3-80                      Submission of Offers                      01/01/2003

(a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means):

- (1) addressed to the office specified in the solicitation; and
- (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Offerors using commercial carrier services shall ensure that the offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile offers, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(END)

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3-85                      Explanation to Prospective Offerors                      08/01/2004

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc. shall submit such questions in writing only to the contracting officer soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given by the contracting officer to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is deemed by the contracting officer to be necessary in submitting offers or if, in the judgment of the contracting officer, the lack of it would be prejudicial to any other prospective offerors. The offeror is instructed specifically to contact only the contracting officer in connection with any aspect of this procurement prior to contract award. Contact with any other judiciary official except the contracting officer, or without the contracting officer's express consent, concerning this solicitation may result in

disqualification of the offeror from consideration for award.

(END)

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3-90                      Late Submissions, Modifications and Withdrawal of Offers                      01/01/2003

(a) Offerors are responsible for submitting offers, and any modifications or withdrawals, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offers are due.

(b) (1) Any offer, modification, or withdrawal received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late offer would not unduly delay the procurement; and:

(i) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(ii) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers.

(2) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(d) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the judiciary office designated for receipt of offers by the exact time specified in the solicitation and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(e) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in Provision 3-115, "Facsimile Offers." An offer may be withdrawn in person by an offeror or its authorized representative, if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(END)

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3-100                      Instructions to Offerors                      01/01/2003

(a) Definitions. As used in this provision:

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the contracting officer's discretion, result in the offeror being allowed to revise its offer.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Offer modification" is a change made to an offer before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Offer revision" is a change to an offer made after the solicitation closing date, at the request of or as allowed by a contracting officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period will include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of offers.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers shall ensure that the offer is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the offer shall show:

(i) the solicitation number;

(ii) the name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the judiciary in connection with this solicitation; and

(v) name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of offers

(i) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the judiciary office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated judiciary office on the date that offer or revision is due.

(ii) (A) Any offer, modification, or revision received at the judiciary office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the contracting officer determines it's in the judiciary's best interest, the contracting officer determines that accepting the late offer would not unduly delay the procurement, and:

(1) if it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the judiciary infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(2) there is acceptable evidence to establish that it was received at the judiciary installation designated for receipt of offers and was under the judiciary's control prior to the time set for receipt of offers; or

(3) it is the only offer received.

(ii) (B) However, a late modification of an otherwise successful offer that makes its terms more favorable to the judiciary, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the judiciary installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of judiciary personnel.

(iv) If an emergency or unanticipated event interrupts normal judiciary processes so that offers cannot be received at the office designated for receipt of offers by the exact time specified in the solicitation, and urgent judiciary requirements preclude amendment of the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal judiciary processes resume.

(v) Offers may be withdrawn by written notice received at any time before award. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the JP3 Provision, "Facsimile Offers". Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit offers in response to this solicitation in English and in U.S. dollars.

(6) Offerors may submit modifications to their offers at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised offers only if requested or allowed by the contracting officer.

(8) Offers may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the contracting

officer.

(d) Offer expiration date. Offers in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their offers data that they do not want disclosed to the public for any purpose, or used by the judiciary except for evaluation purposes, shall:

(1) mark the title page with the following legend:

This offer includes data that shall not be disclosed outside the judiciary and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this offer. If, however, a contract is awarded to this offeror as a result of-or in connection with the submission of this data, the judiciary shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the judiciary's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this offer.

(f) Contract award.

(1) The judiciary intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The judiciary may reject any or all offers if such action is in the judiciary's interest.

(3) The judiciary may waive informalities and minor irregularities in offers received.

(4) The judiciary intends to evaluate offers and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial offer shall contain the offeror's best terms from a cost or price and technical standpoint. The judiciary reserves the right to conduct discussions if the contracting officer later determines them to be necessary. If the contracting officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the contracting officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

(5) The judiciary reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(6) The judiciary reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the judiciary's best interest to do so.

(7) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the judiciary.

(8) The judiciary may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the judiciary.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(11) The judiciary may disclose the following information in postaward debriefings to other offerors:

(i) the overall evaluated cost or price and technical rating of the successful offeror;

(ii) the overall ranking of all offerors, when any ranking was developed by the judiciary during source selection;

(iii) a summary of the rationale for award; and

(iv) for procurements of commercial items, the make and model of the item to be delivered by the successful offeror.

(END)

- (a) *Definition.* "Facsimile offer," as used in this provision, means an offer, revision or modification of an offer, or withdrawal of an offer that is transmitted to and received by the judiciary via facsimile machine.
- (b) Offerors may submit facsimile offers as responses to this solicitation. Facsimile offers are subject to the same rules as paper offers.
- (c) The telephone number of receiving facsimile equipment is: 202-502-1055.
- (d) If any portion of a facsimile offer received by the contracting officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:
- (1) the contracting officer immediately will notify the offeror and permit the offeror to resubmit the offer;
  - (2) the method and time for re-submission will be prescribed by the contracting officer after consultation with the offeror; and
  - (3) the re-submission will be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the contracting officer.
- (e) The judiciary reserves the right to make award solely on the facsimile offer. However, if requested to do so by the contracting officer, the apparently successful offeror promptly shall submit the complete original signed offer.

(END)

- (a) The protestor has a choice of protest forums. It is the policy of the judiciary to encourage parties first to seek resolution of disputes with the contracting officer. If the dispute cannot be resolved with the contracting officer, then it is the policy of the judiciary to encourage parties to seek a judiciary resolution of disputes with the Administrative Office of the United States Courts. However, if a party files a formal protest with an external forum on a solicitation on which it has filed a protest with the judiciary, the judiciary protest will be dismissed.
- (b) Judiciary protests will be considered only if submitted in accordance with the following time limits and procedures:
- (1) any protest shall be filed in writing with the contracting officer designated in the solicitation for resolution of the protest. It shall identify the solicitation or contract protested and set forth a complete statement of the alleged defects or grounds that make the solicitation terms or the award or proposed award defective. Mere statement of intent to file a protest is not a protest.
  - (2) a protest shall be filed not later than ten (10) calendar days after the basis of the protest is known, or should have been known. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of offers, shall be filed prior to the closing date for receipt of offers. The judiciary, in its discretion, may consider the merits of any protest which is not timely filed. The office hours of the Administrative Office are 8:30 a.m. to 5:00 p.m., eastern time. Time for filing a document expires at 5:00 p.m., eastern time, on the last day on which such filing may be made.
  - (3) the protest shall include the following information:
    - (i) name, address, and fax and telephone numbers of the protester or its representative;
    - (ii) solicitation or contract number;
    - (iii) detailed statement of the legal and factual grounds for the protest, to include a description of resulting alleged prejudice to the protester;
    - (iv) copies of relevant documents;
    - (v) request for a ruling by the judiciary;
    - (vi) statement as to the form of relief requested;
    - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest; and
    - (viii) all information establishing the timeliness of the protest.
- (c) Protests that are filed directly with the judiciary, and copies of any protests that are filed with an external forum, will be

served on the contracting officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from AOUSC, TMFJB, Attn: R. Grinstead, Room 3-250 (OIS-PMD), One Columbus Circle, N.E., Washington, DC 20544 Room 3-250 (OIS-PMD)

(d) The copy of any protest shall be received in the office designated above within one day of filing a protest with an external forum.

(END)

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4-1                      Type of Contract                      01/01/2003

The judiciary plans to award a Firm Fixed Unit Price type of contract under this solicitation, and all offers shall be submitted on this basis. Alternate offers based on other contract types will not be considered.

(END)

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L-1                      Instructions to Bidders

Hotels shall offer prices for the August 10-15, 2009 conference and the February 22-27, 2010 optional conference as referenced in the Statement of Work, Section C and as listed on Attachment 1. All technically acceptable proposals will be considered during the evaluation phase. Please identify the closest metro station; and address each of the mandatory requirements in Section C in sufficient detail for evaluators to make a determination that your hotel meets the mandatory requirements referenced in Section 3 of the Statement of Work.

Proposals will be accepted electronically (robert\_grinstead@ao.uscourts.gov), by fax (202-502-1066), hand-carried or by mail (1 Columbus Circle, Wash DC 20544, OIS-PMD, 502-2053); however, all transmissions must be properly addressed to the Contracting Officer and must be received by the closing date/time referenced on the cover page. All proposed costs shall be referenced on Attachment 1, **INCLUDING SERVICE CHARGES**.

For the optional one-week conference scheduled to be held February 22-27, 2010, hotels shall use the existing 2009 lodging rates for bidding purposes; however, the lodging rates will be subject to adjustment in accordance with the approved 2010 GSA maximum lodging rates when the option is exercised.

## Section M - Evaluation Factors for Award

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3-70                      Determination of Responsibility                      01/01/2003

A determination of responsibility will be made on the apparent successful offeror prior to contract award. If the prospective contractor is found non-responsible, that offeror will be rejected and will receive no further consideration for award. In the event a contractor is rejected based on a determination of non-responsibility, a determination will be made on the next apparent successful offeror.

(END)

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2-85A                      Evaluation Inclusive of Options                      01/01/2003

(a) The judiciary will evaluate offers for purposes of award by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the judiciary to exercise the option(s).

(b) Any offer that is materially unbalanced as to prices for basic and option quantities may be rejected. An unbalanced offer is one that is based on prices significantly less than cost for some work and prices that are significantly overstated for other work.

(END)

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M-1                      Evaluation Factors

Proposals will be evaluated on the following mandatory requirements. Only proposals that meet these requirements will be evaluated further. Compliance with Mandatory Requirements:

- Hotels must be located within ¾ mile of a metro station and located within one of the areas designated in Section 3.1 of the Statement of Work, which have been highlighted on the Attachment 2 map linked at: <http://hotel-guides.us/washington-dc/map-washington-dc-hotels.html>:
- Currently rated with at least three diamonds per the American Automobile Association (AAA) (3.2);
- No construction planned that affects meeting or sleeping rooms (3.3);
- Professional and customer-oriented Hotel POC(s) designated (3.4);
- Guest rooms quantities are quoted and all requirements addressed, in the subsections (3.5);
- Meeting Room(s) requirements and other accommodations addressed, including subsections (3.6); and
- Refreshments and Beverages addressed, including subsection (3.7).

The prices for both events will be combined to determine the total price used in the evaluation.

After making a determination as to the lowest priced, technically acceptable offer; a Government review team will make an on-site suitability assessment to include the following:

- Are the guest room(s) and bathrooms clean, presentable and in good working order?
- Are the rest rooms near the meeting rooms and are they clean and are they in good working order?
- Are the proposed plenary room and breakout rooms large enough to handle intended capacity?
- Are the registration and food setup areas within reasonable proximity of the plenary room?
- Is the securable room within a reasonable proximity of the plenary room?
- Does the Hotel POC have a clear understanding of the requirements?
- Are the refreshments fresh and appealing?

If the on-site assessment is not deemed acceptable, the proposal will be considered unacceptable and the next lowest priced technically acceptable hotel will be evaluated with an on-site suitability validation. This process will continue until a single contract is awarded to a technically acceptable hotel offering the lowest price for the combined conferences in August 2009 and February 2010.